

Amendment 223 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 223 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18th day of November, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update the content on the Cardholder Website (CHW) the Call Center Website (CCW), and the Business Account Website (BAW) per the Agencies' directives. The work for which compensation is allowed is labor hours in excess of the standard monthly "no cost" hours allotment for the months of October and November 2012. This work is more fully described in Change Request CR-072468 MWU 2012 – 10 v4.0 and Change Request CR-072584 MWU 2012-11 BAW v2.0.

- C. The Parties agree that the Work necessary to update the CHW, CCW and BAW will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the work necessary to develop, test and implement modifications to the ORCA websites as directed by the Agencies per the detailed Requirements as described in the referenced Change Request. Such work will include the following:

- 1.1 For the month of October, as more fully described in CR-072468, the Contractor will:

- (a) Update the CHW per the Agencies' directives as related to:

- i. Loading a new Autoload Authorization Form
- ii. Correct static text
- iii. Implement three (3) new Autoload email customer notices as described in SEA-07902 PA-ROF RFCS RFI 642 *Autoload for KCM Access Cardholders without Tapping* – v15, Appendices A & C.
- iv. Implement one (1) new Autoload email customer notice as described in SEA-07902 PA-ROF RFCS RFI 642 *Autoload for KCM Access Cardholders without Tapping* – v15, Appendices A & C, associated with RFCS RFI 655 *Autoload Program Enhancements*.

- (b) Update the CCW to correct static text per the Agencies' directives

- 1.2 For the month of November, as more fully described in CR-072584, the Contractor will update static text on the BAW.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed as follows:

- (a) The work described in Section 1.1 for October will be completed no later than the agreed upon schedule for the MR 19 Promote to Production date.
- (b) The work described in Section 1.2 for November will be completed no later than December 7, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 223

The Contractor will perform the work necessary to update the CHW, CCW and BAW:	
• Monthly Web Updates October 2012	\$9,940
• Monthly Web Updates November 2012	<u>\$159</u>
TOTAL	\$10,099

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Twenty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: GENERAL MANAGER
Date: 11/15/12

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: November 18, 2012